authority depended were equally known by both parties, that seems an insufficient ground for distinction. *Starkey* v. *Bank of England, supra. Contra, Newport* v. *Smith*, 61 Minn. 277. An agent can escape liability only by expressly bringing home to the party with whom he contracts his intention not to warrant his authority. *Lilly, Wilson, & Co.* v. *Smales, Eales, & Co.*, [1892] 1 Q. B. 456. So the principal case seems correct in overruling *Smout* v. *Ilbery*.

BANKRUPTCY — INVOLUNTARY PROCEEDINGS — JOINING ADDITIONAL CREDITORS IN PETITION. — A filed a petition in involuntary bankruptcy against B, alleging that B had less than twelve creditors, and naming as an act of bankruptcy a preference given to the defendant. The defendant's answer disclosed that B had more than twelve creditors. The requisite number of creditors then joined with A in an amendment which was filed more than four months after the commission of the act of bankruptcy. *Held*, that the amendment relates back to the date of filing the original petition. *First State Bank of Corinth* v. *Haswell*, 174 Fed. 209 (C. C. A., Eighth Circ.).

A petition in involuntary bankruptcy can be amended in minor particulars at the discretion of the court according to the general rules governing amendments of pleadings. *Armstrong* v. *Fernandez*, 208 U. S. 324. Section 59 *f* of the Bankruptcy Act of 1898 provides that "creditors other than the original petitioners may at any time enter their appearance and join in the petition." Under this section it has been repeatedly held, in accord with the principal case, that additional creditors can be joined to cure a jurisdictional defect in the petition more than four months after the commission of the act of bankruptcy. *In re Romanow*, 92 Fed. 510; *Ryan* v. *Hendricks*, 166 Fed. 94. This provision seems unfortunate, as it apparently deprives the court of all discretion in permitting the intervention of additional creditors in the petition, and it would seem that an utterly worthless petition filed by persons who are not creditors at all, may be cured by joining real creditors after the four months' period has elapsed. The decisions that additional creditors cannot be joined more than four months after the act of bankruptcy if the jurisdictional defect appears on the face of the petition seem questionable. See *In re Stein*, 130 Fed. 377; *In re Bedingfield*, 96 Fed. 190.

BILLS AND NOTES — PURCHASER FOR VALUE WITHOUT NOTICE — PLEDGEE AS INNOCENT PURCHASER. — The plaintiff made a note payable to the order of his agent for the purpose of negotiation. After telling the plaintiff that the note had been destroyed, the agent without indorsing it, pledged it for a personal loan to the defendant who took it in good faith. The plaintiff asked that the defendant be restrained from suing and that the note be canceled. *Held*, that the decree will not be granted. *Sublette* v. *Brewington*, 122 S. W. 1150 (Mo., Kan. City Ct. App.).

When a note payable to order is transferred without indorsement, the transferee takes subject to all equities attached to it, even though he is a *bonâ fide* purchaser for value. *Goshen National Bank* v. *Bingham*, 118 N. Y. 349; *Southard* v. *Porter*, 43 N. H. 379. The Negotiable Instruments Law is to the same effect. See BRANNAN, NEG. INST. LAW, §§ 52, 58. The plaintiff can, however, disregard the note and recover on the contract created by the agency. *Harper* v. *National Bank*, 54 Oh. St. 425. See *Ducarrey* v. *Gill*, M. & M. 450. But as the note in the principal case was payable to the order of the agent, it would seem that a transfer made without indorsement was not within the scope of his authority. Accordingly the principal would not be bound thereby; for an agent to sell has no authority to pledge. See *Warner* v. *Martin*, 11 How. (U. S.) 209, 224. Then too, the agency, which was solely for this special purpose, seems to have been terminated by the agent's telling his principal that the note was destroyed. No notice of the revocation in such cases is necessary. *Watts* v. *Kavanagh*, 35 Vt. 34. Therefore the subsequent wrongful act of the agent could not bind the principal. *Fuentes*

v. *Montis*, L. R. 3 C. P. 268. Unless the decision can be upheld on the ground that there is no need for equitable relief because there is a complete defence at law, it would seem to be erroneous.

BILLS OF PEACE — INSURANCE COMPANIES SEEKING TO ENJOIN SEPARATE ACTIONS. — A, being insured in nineteen companies upon the same property, instituted as many separate actions in the state court. The policies were similar and each contained an apportionment clause. The companies set up a common ground of defense. Fifteen of the defendants removed their suits to the federal court and then joined in a common bill in equity against A and the remaining four companies to have their liability determined and the loss apportioned. *Held*, that the bill will not lie. *Mechanics' Ins. Co.* v. *Hoover Distilling Co.*, 173 Fed. 888 (C. C. A., Eighth Circ).

The precise situation here presented has arisen in several earlier cases, and the bill has commonly been allowed. *Rochester German Insurance Co.* v. *Schmidt*, 126 Fed. 998; *Tisdale* v. *Insurance Co. of N. A.*, 84 Miss. 709. The objection to equitable jurisdiction seems twofold: (1) No one of the complainants is subject to a multiplicity of suits, and (2) there is no privity between them. The first objection assumes a requirement for bills of peace which has never in fact existed. *Ewelme Hospital* v. *Andover*, 1 Vern. 265. The requirement of privity has been repudiated by numerous leading cases both in this country and in England. *New York & New Haven R. R. Co.* v. *Schuyler*, 17 N. Y. 592; *Sheffield Water Works* v. *Yeomans*, L. R. 2 Ch. 8. The jurisdiction is properly discretionary, to be exercised whenever there is a community of interest in the question of law or fact involved and when the procedure at law is inadequate. See *Hale* v. *Allinson*, 188 U. S. 56, 77. In the present case the insurance companies are coöbligors. The insolvency of one would increase the liability of every other, and no company could regard itself as discharged until all the suits against all the others had been prosecuted to judgment and the judgments satisfied. Since a bill in equity can dispose of all the obligations in a single action and lessen the time and expense of litigation for every party involved, the decision seems most unfortunate.

BOUNDARIES — WHETHER GRANTEE TAKES TO CENTER OF CLOSED STREET. — A conveyed to B two lots abutting on a street which had been vacated by the city. *Held*, that B takes only to the edge of the street. *White* v. *Jefferson*, 121 N. W. 373 (Minn.).

When land on the side of a public road or street is conveyed, the parties are presumed to intend that the land to the center of the road is included. See 3 KENT, COM. 434; *Boston* v. *Richardson*, 13 Allen (Mass.) 146. In some of the earlier cases the courts refused to apply this presumption when the words of the deed gave any indication that the side of the way was to be the boundary, on the ground that land cannot pass as appurtenant to land. *Jackson* v. *Hathaway*, 15 Johns. (N. Y.) 447; *Tyler* v. *Hammond*, 11 Pick. (Mass.) 193, 213. Now, however, it is generally held that the grantee takes to the center, unless the way is expressly excluded. *Paul* v. *Carver*, 26 Pa. St. 223; *Salter* v. *Jonas*, 39 N. J. L. 469. But see *Buck* v. *Squiers*, 22 Vt. 484. The rule is based on a sound public policy against the ownership of isolated strips of land, and on the view that the center of a way, like the central line of other boundaries, should be the dividing line. Therefore the presumption is held to apply to unopened streets. *Bissell* v. *The New York Central R. R. Co.*, 23 N. Y. 61; *Falls* v. *Reis*, 74 Pa. St. 439. *Contra*, *Palmer* v. *Dougherty*, 33 Me. 502. But a recent Connecticut case held, against the weight of authority, that the presumption does not apply to private ways. *Seery* v. *City of Waterbury*, 74 Atl. 908 (Conn.). *Contra*, *Fisher* v. *Smith*, 9 Gray (Mass.) 441; *Pitney* v. *Huested*, 8 N. Y. App. Div. 105. It is submitted that the same considerations which make this presumption desirable in other cases, apply to streets which have been closed. *Paine* v. *Consumers' Forwarding & Storage Co.*, 71 Fed. 626.